

**PART I – THE SCHEDULE**

**SECTION E**

**INSPECTION AND ACCEPTANCE**

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## **SECTION E**

### **INSPECTION AND ACCEPTANCE**

#### **E.1 INSPECTION**

Inspection of all products, reports, or services under this Contract shall be accomplished by the Contracting Officer or designee.

#### **E.2 ACCEPTANCE**

Acceptance of all work and effort under this Contract (including "Reporting Requirements," if any) shall be accomplished by the Contracting Officer or designee.

### **CLAUSES INCORPORATED BY REFERENCE**

This contract incorporates the following clauses by reference with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available.

#### **E.3 FIXED PRICE CLAUSES**

FAR 52.246-2 INSPECTION OF SUPPLIES – FIXED PRICE (AUG 1996)  
FAR 52.246-4 INSPECTION OF SERVICES - FIXED PRICE (AUG 1996)  
FAR 52.246-16 RESPONSIBILITY FOR SUPPLIES (APR 1984)

#### **E.4 COST REIMBURSEMENT CLAUSES**

FAR 52.246-3 INSPECTION OF SUPPLIES – COST-REIMBURSEMENT (MAY 2001)  
FAR 52.246-5 INSPECTION OF SERVICES - COST-REIMBURSEMENT (APR 1984)

#### **E.5 CONSEQUENCES OF CONTRACTOR'S FAILURE TO PERFORM REQUIRED SERVICES FOR FIRM FIXED PRICED WORK**

- A. The Contractor is responsible to fulfill the performance requirements of this contract. The Government will deduct from the Contractor's invoice or otherwise withhold payment for any items of nonconforming service as specified below.
1. The Government may apply an evaluation technique that covers all or part of the work to either assess the Contractor's performance/services or determine the amount of payment due or both. If the quality level does not meet or exceed the Acceptable Quality Level (AQL) in the Performance Requirements Summary (PRS), the Contractor's performance/services will

be considered unsatisfactory. Failure to consistently maintain adequate quality performance/services can result in termination for default.

2. A contract requirement may be composed of several subtasks called work requirements. A contract requirement may be determined to be partially complete if the Contractor satisfactorily completes some, but not all, of the work requirements. In those cases, deductions may still be taken from the Contractor's invoice. In addition to all of the rights the Government may have, the Government shall, for partially completed work, make the deductions.
- B. The Contracting Officer (CO) will give the Contractor written or verbal notice of deficiencies prior to deducting for non-performed or unsatisfactory work. Therefore:
1. In the case of non-performed work, the CO
    - a. Will deduct from the Contractor's invoice all amounts associated with such non-performed work as established by the PRS or as provided by other provisions of this contract, unless the Contractor is permitted or required to perform pursuant to paragraph b. below and satisfactorily completes the work;
    - b. May, at its option, afford the Contractor an opportunity to perform the non-performed work within a reasonable period subject to the discretion of the CO; or
    - c. May, at its option, perform the services by Government personnel or other means.
  2. In the case of unsatisfactory work, the CO
    - a. Will deduct from the Contractor's invoice all amounts associated with such unsatisfactory work as established in PRS or as provided by other provisions of the contract; unless the CO afforded the Contractor an opportunity to re-perform pursuant to paragraph b. below and satisfactorily completes the work;
    - b. May, at its option, afford the Contractor an opportunity to perform the unsatisfactory work within a reasonable period subject to the discretion of the CO; or
    - c. May, at its option, perform the services by Government personnel or other means.
- C. Should the Government elect options B.1.a, B.1.b., B.2.a, or B.2.b above, the CO may, at its sole discretion, elect not to take further action if: (1) the Contractor is working in good faith with the Government to correct the problem(s) in the future; and (2) the Contractor does not have a repetitive trend of non-performed and unsatisfactory work for the same requirements.
- D. Should the Government elect B.1.c. or B.2.c. above, the CO will reduce the contract payment by the amount paid to any Government personnel (based on wages, retirement and fringe benefits) plus material, or the actual costs of other means that accomplished the services.

- E. Where the Government exercises its options in B.1.b. or B.2.b., the Contractor's original performance/services assessment results shall not be modified upon re-assessment. Instead, any payment reduction shall be offset by a credit for satisfactory re-performance.
- F. The Government's exercise of rights under this clause shall not preclude either (1) single occurrences of such nonperformance or unsatisfactory performance, or (2) multiple occurrences of nonperformance or unsatisfactory performance, regardless of whether deductions were taken, from being grounds for termination in accordance with FAR clause 52.249-8, *Default (Fixed-Price Supply and Service)*, in Section I.

#### **E.6 CONTRACTOR'S SELF- EVALUATION OF PERFORMANCE**

Contractor's Self-evaluation of Performance shall be submitted monthly, 15 days after the end of each month being reported along with the Contractor's properly certified invoice, complete with backup and analyses for all work completed in performance of this contract. For each instance where the Contractor is found to be inaccurate in the Contractor's monthly self-evaluation, a unilateral deduction of \$500 will be deducted from the Contractor's total monthly invoice. Performance evaluation meetings will be conducted quarterly by the CO and COR to discuss deficiencies and any performance improvements as appropriate.

#### **E.7 PERFORMANCE REQUIREMENTS SUMMARY**

The Contract Requirements listed in the table below, *Performance Requirements Summary (PRS)*, summarize specific firm fixed price to be performed under this contract. The Performance Requirements associated with each Contract Requirement are as shown in the PRS and include:

- A. Required Service. A list in column 1 of required services as identified in the PWS.
- B. Performance Standard. A narrative summary of the expected service level for each required service. The performance standard for each required service is identified in column 2.
- C. Acceptable Quality Level (AQL). The AQL for each Work Requirement is identified in column 3 of the PRS. The AQL is the quality of performance which, when not met, indicates that the Contractor's quality of performance/services is unsatisfactory. Deductions will be taken for all defects in accordance with clause E.5 (with appropriate credit for re-performance). The AQL is expressed as a percentage of the total population per period of time or as a number acceptable services or reports per period of time.
- D. Method of surveillance. Identified in column 4.
- E. Deduction. Identified in column 5.

**PERFORMANCE REQUIREMENTS SUMMARY**

Required Service	Performance Standard	AQL	Method of Surveillance	Deduction
PWS C.2.1	<p>Provide planning, coordination and quality control of all activities. Provide prompt and accurate reports, plans, and schedules to assure the quality, timeliness, and cost effectiveness of all operations.</p> <p>The Contractor shall provide staff with required skill levels.</p> <p>Any monetary fines received from regulatory organizations (e.g. OSHA/EPA/WISHA) are the responsibility of the Contractor, if the Contractor is responsible for the cited deficiency</p>	<p>5 incidents per reporting period</p> <p>100% of staff shall have required skill levels for specific contract functions</p> <p>100% compliance</p>	<p>Review of Contractor-submitted data, spot inspection, and customer feedback</p> <p>Review of Contractor-assigned personnel</p> <p>Review of fines received</p>	<p>\$500.00 per incident over the AQL</p> <p>\$2,500 to \$100,000 per incident depending on severity</p> <p>\$2,500 per incident over the AQL, plus cost of fine or penalty shall be borne by the Contractor</p>
PWS C.2.1.3, C.2.1.4, C.2.1.9, C.2.1.21	Support to Worker Compensation Program	The record response average turnaround time for requests is <= 15 days.	Review of turnaround time data	Initial Failure to meet: \$500; then \$500 for every additional day

Required Service	Performance Standard	AQL	Method of Surveillance	Deduction
	Records requests from the Federal Records Center (FRC) normally take 4-6 days. Delays in turnaround not in Contractor's control could affect turnaround times adversely and should not be considered as part of Contractor turnaround time.	Upon receipt of an acceptable file from the Third Party Administrator, the Contractor will respond with a report listing all of the related referral charges within 5 working days.		increase in time average  Initial Failure to meet: \$500; then \$500 for every additional day increase in time
PWS C.2.1.9	Records Management	30 days after identification, the Contractor will have no unresolved medical records system, QA/QC findings or shortcomings identified by DOE initiated external audits. All internally identified medical records system, QA/QC issues or shortcomings are corrected within 30 days	Audit and self-assessment reports	Failure to meet deadline \$500; then \$500 for every week beyond that for individual instances.

Required Service	Performance Standard	AQL	Method of Surveillance	Deduction
		of self-identification.		
H.12	Accreditation Association for Ambulatory Health Care (AAAHC) Accreditation	Contractor Achieves AAAHC Accreditation within 24 months	DOE Audit or AAAHC Accreditation report	Failure to meet deadline \$50,000; then \$500 for every week beyond that.
PWS C.2.1.1	Provide cost-effective integrated clinical services that meet the needs of DOE and the Hanford workforce – Behavioral Health Services / Employee Assistance Program	Turnaround time for BHS EAP appointment requests – initial EAP appointment offered within 3 days of the request $\geq 90\%$ of the time.	Audit and self-assessment reports	Initial Failure to meet: \$500; then \$500 for every additional day increase in time average
PWS C.2.1.1	Provide cost-effective integrated clinical services that meet the needs of DOE and the Hanford workforce - Drug Testing	During standard operating hours at the main clinic, the average annual reporting of drug testing results to contractor POCs is made available within 24 hours for confirmed positive results $\geq 90\%$ of the time.	Audit and self-assessment reports	Initial Failure to meet: \$5,000; then \$5,000 for every additional day increase in time average

Required Service	Performance Standard	AQL	Method of Surveillance	Deduction
PWS C.2.1.1, C.2.1.6	Prompt and accurate medical services shall be given to injured patient and employees in a medical surveillance program. If injury/illness is occupationally related, the DOE Safety and Health Organization and the DOE-RL Program Manager for Occupational Medicine shall be notified by Close of Business (COB).	100% of occupational injury/illnesses shall be reported by COB on the day patient was seen	Review of Contractor-submitted data, spot inspection, and customer feedback	\$500 per incident over AQL
PWS C.2.1.1, C.2.1.2, C.2.1.5, C.2.1.20	Prompt and accurate medical services shall be provided. Schedule recurring exams within a 12 to 14-month cycle.	98% of exams shall not exceed the time limits. **  The Contractor shall provide adequate lead time (6 weeks) to schedule. Cancellations on the part of parties other than the Contractor will not be counted against the Contractor.	Review of scheduling data.	\$500.00 per incident over AQL

\* This timeline may be extended if justified by the Government.

\*\*This assumes the patient is available at the scheduled appointment time; tardiness on the part of the patient will not be a factor against the Contractor. The time may be extended if justified by the circumstances of the appointment.